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2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS

Accessories

Any device which is mechanically attached to, or used with the facilities furnished by the Company and which is independent of, and not connected electrically to the conductors in the communications path of the exchange and toll network.

Additional Termination Point

An Additional Termination Point (ATP) is a point, other than the Rate Demarcation Point (RDP), on the same customer's property to which the Company is responsible for installing and maintaining network services and which will be evidenced by a NI. The location of the ATP is determined by the customer who is responsible for ICB charges associated with its construction.

Authorized Protective Connecting Module

A protective unit designed by the Company and manufactured under the control of Company quality assurance procedures which is to be incorporated in a conforming answering device.

Basic Rate Interface Service

Bell Atlantic® IntelliLinQ℠-BRI Basic Rate Interface Service provides Integrated Services Digital Network (ISDN) capabilities from an ISDN-equipped switch in the central office. Basic Rate Interface Service consists of two "B" channels and one "D" channel (2B+D) which are defined as:

The B channel is a 64-Kilobit-per-second (kbps) channel used for information transfer between users. The B channel may be used in conjunction with circuit switching service.

The D channel is a 16-kilobit-per-second packet-switched channel that carries signaling and control for the B channels and also supports customer packet traffic at speeds up to 9.6 kbps.

Central Office

A switching unit by means of which local and toll intercommunication is established between telephones connected to the exchange system.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Central Office Connecting Facility

A facility furnished to an Other Common Carrier by the Company (in accordance with the Company's "Facilities for Other Common Carriers" Tariffs) between the terminal location of the Other Common Carrier and a point of connection on the Company's premises.

Central Office Designation

A three-digit number associated with a telephone number for the purpose of identifying the central office from which a telephone is served.

Central Office District

A specified territorial unit established by the Company for the administration of exchange service. There may be one or more central office districts within an exchange area.

Centrex Control Switching Equipment

Switching equipment, located on the Company's premises, used to provide Centrex service furnished in accordance with Centrex service provisions of this Tariff.

Circuit Switching

A switching technique in which an entire circuit or, in a digital switch (ISDN), a specific selection of time slots is dedicated to a given call.

Communications Systems

Channel and other facilities which are capable, when not connected to the exchange and toll network, of two-way communications between customer-provided terminal equipment or Company facilities.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Conforming Answering Device

A customer-provided device which automatically answers incoming calls, transmits a prerecorded voice message or appropriate audible signal to the calling party, records a voice message from the calling party if so designed and arranged, and automatically disconnects from the line in a prearranged manner on completion of the last of the functions for which it was designed and arranged as described in this paragraph. The conforming answering device may include remote interrogation and/or device function control. A conforming answering device must incorporate an authorized protective connecting module and must bear a valid conformance number.

Conformance Number

An identifying number assigned by the Company to a particular model of conforming answering device incorporating an authorized protective connecting module when that model of device is in conformance with the provisions set forth by the Company in its Technical Reference for conforming answering devices.

Customer

The person, firm or corporation responsible for the payment of charges and compliance with the regulations of the Company.

Customer-Provided Terminal Equipment

Devices, apparatus, and their associated wiring which are provided by a customer and used with a network control signaling unit or other equipment furnished by the Company. This does not include customer-provided communications systems.

Dial Switching System

A Company central office based customer switching system that provides intrasystem communication and exchange access services.

Direct Electrical Connection

A physical connection of the electrical conductors in the communications path.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Disabled Person

A person who because of a physical impairment requires special terminal equipment to use basic exchange service. Physical impairment may be speech, hearing, motion or sensory impairment or a combination thereof.

Domestic Establishment

The premises occupied or reserved for the use of one family, including relatives, servants and other persons residing with the family and participating in the common use of such facilities as the dining room, kitchen, living room, etc. Such premises, when occupied by any other group of persons functioning in the same manner as a family, are also generally considered a domestic establishment.

Exchange

A unit established by the Company for the administration of communication service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices which may be located within or without the territorial boundaries of the exchange.

Exchange Area

The territory served by an exchange.

Exchange Access Line

A line connecting a central office with telephone equipment within the same central office district.

Flat Rate Exchange Service

A form of exchange service under which originated local messages are not measured.

General Plant Distribution System

The General Plant Distribution System consists of the Company's network facilities (as opposed to customer premises equipment and Premises Wire) including poles, cable, and conduit that is used to provide telecommunications services and to connect customers to the Company facilities as necessary to provide the telecommunications services and connections requested by the customer.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Individual Case Basis (ICB)

A condition in which the regulations, rates and charges for an offering, under the provisions of this Tariff, are developed based on the circumstances in each case.

Individual Exchange Access Line

An exchange line other than a branch exchange trunk designed to connect the service of only one customer with the central office.

Integrated Services Digital Network

Integrated Services Digital Network (ISDN) is part of the evolving end-to-end digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice, data and image services via channelized transport facilities over a limited number of standard user-network interfaces.

Interbuilding Channel

Generally denotes facilities to connect station termination composed of terminal equipment located in different buildings on the customer's property.

Interface

That point on the premises of the customer at which provision is made for connection of customer-provided facilities to facilities provided by the Company.

Local Access and Transport Area

Local Access and Transport Areas (LATAs) are geographically defined areas within which the Company provides exchange and interexchange telecommunication and exchange access services as specified in this Tariff.

Local Exchange Service

Service which provides for telephone communication within the local service area at the rates and under the regulations specified in this Tariff.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Local Message Unit

The unit of measurement employed in charging for measured local message use.

Local Service Area

The area within which customers connected to a particular exchange may make telephone calls without the application of toll charges.

Message Rate Exchange Service

A form of exchange service under which all originated local messages are measured and charged for in accordance with this Tariff.

Multicentral Office District Exchange Area

An exchange area containing more than one central office district, to all of which the same local and toll rate treatment applies.

Network Control Signaling

The transmission of signals used in the telephone system which perform functions such as supervision (control, status and charging signals), address signaling, e.g., dialing, calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telephone system.

Network Control Signaling Unit

Either customer or Company-provided terminal equipment used to control the network control signaling function. Such equipment must either be registered or grandfathered in accordance with the provisions of Part 68 of the Federal Communications Commission's Registration Program. Responsibility for the maintenance of the network control signaling unit by the Company shall be limited to those which are furnished and installed by it.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Network Interface

A Network Interface (NI) is a registered jack or equivalent device that is located on the customer's side of the protector and is installed and maintained by the Company. It denotes that point on the customer's premises where all premises services and facilities are connected to the Network.

OCC Terminal Location

A location from which the OCC furnishes and administers common carrier communications services to its patron(s) and at which the OCC has the capability of testing the facilities operated or terminated at the location.

Other Common Carrier (OCC)

Common Carriers engaged in providing such private line, voice, data or other services as such carriers may be authorized to provide.

Other Telephone Company

A company engaged in the business of furnishing public switched network telephone services which is not a Bell Operating Company.

Party Exchange Access Line

A central office exchange access line designed to connect the service of two customers with the central office.

Patron

A subscriber to the services of an answering bureau or an Other Common Carrier, including authorized or joint users of those services.

Premises Work

Work performed on a customer's property by a Company employee or representative at the customer's request and not covered by other Tariff charges. Only work performed on the Company side of the RDP is covered by this Tariff.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the Company when contracting directly with the user of TSP service.

2. GENERAL REGULATIONS

2.1 DEFINITION OF TERMS (Cont'd)

Property

Real estate either owned or leased with or without a structure on it, not separated by property owned or leased by others, or separated by a public thoroughfare or body of water.

Protector

The Protector which is part of the Company's Network and which is installed and maintained by the Company is used for grounding and bonding of Network wire/cable. It shall not be employed, used, modified or disturbed in any way by the customer/agent.

Rate Demarcation Point (RDP)

The Rate Demarcation Point (RDP) is the location established by the Company to which the Company is responsible for installing and maintaining network services and may be evidenced by a NI. The location of the RDP will be beyond the protector on the customer's side and will be dependent upon the physical layout of the particular premises. It will be extended past the point of facilities entrance (protector), only as far as necessary to provide customer access.

Service Point

When used in connection with interexchange mileage services and channels, denotes an exchange which normally serves the exchange areas in which service of the customer is located or an exchange in which an interexchange channel is terminated in a Company office at the request of the customer.

Subcontractor

The term "Subcontractor" denotes the status of the Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.1 APPLICATION FOR SERVICE

A. GENERAL

Applications for service and facilities shall be made, when requested by the Company, in such form as the Company may require.

Applicants for service may be required by the Company to furnish information regarding the nature of the business to be transacted by means of the service and facilities and, upon request, shall furnish an affidavit declaring that the use of the service and facilities will not be for any purpose in violation of the law.

An application for the service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred. Requests for additional service, upon the establishment thereof, become a part of the original contract except that each item of additional service is furnished subject to payment of charges for the minimum period specified in this Tariff.

Any change in rates or regulations acts as a modification of all service terms and conditions without further notice.

B. USE OF SERVICE

1. General

The use of service and facilities furnished by the Company is limited as described in 2. following except where permitted for resale and sharing as described in 2.2.5 or as otherwise specified elsewhere in this Tariff.

C. RIGHT TO REFUSE SERVICE

1. For Non-Payment

The Company may refuse to furnish service in the event the applicant fails to pay, when requested, either an advance payment or a deposit or both.

2. For Reasons Other Than Non-Payment

The Company may refuse to furnish service and facilities under the following conditions:

- If they would be improperly used or abused.

- If they would be used in violation of the law.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.1 APPLICATION FOR SERVICE (Cont'd)
C. RIGHT TO REFUSE SERVICE (Cont'd)
2. For Reasons Other Than Non-Payment (Cont'd)

The Company may refuse to furnish service and facilities under the following conditions: (Cont'd)

- If an applicant for service refuses to furnish upon request an affidavit declaring that the service and facilities will not be used in violation of the law.

- If the objection to their provision is made by or on behalf of any governmental authority.

- If, in the judgment of the Company, any use of the facilities by the customer would tend to injuriously affect the efficiency of the Company's plant, property or service.

- If they would be used to transmit a message, locate a person, or give or obtain any other information in such a way as to avoid intentionally the application of a charge.

- If there would be any other violation by a customer of the rules and regulations governing the service and facilities furnished.

D. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. General

a. The application of business or residence rates is dependent upon:

- The character of the primary use.
- The location of the service.
- The type of directory listing.

If any one of these three factors indicate a business classification, business rates apply to the entire service except in the case of certain professional people as covered herein.

b. Where a business is conducted from a customer's residence and both business and residence services are furnished, station sets or terminal equipment associated with the residence service may not be used at the same location therein as the business service.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.1 APPLICATION FOR SERVICE (Cont'd)
D. APPLICATION OF BUSINESS AND RESIDENCE RATES (Cont'd)

2. Specific Conditions Under Which Business Rates Apply

a. At all locations of a strictly business nature and at such locations as:

- Colleges
- Clubs (including college fraternity and sorority houses)
- Churches except for: Services located in the study of a member of the clergy and listed only in his/her name and provided solely for his/her use.

b. Whenever the listing of the service:

- Is the name of a firm, company or corporation, or
- In any way connotes a business or trade, or
- Includes the term "office", or
- Contains a title indicating a profession except as modified in 3. following.

c. Where the substantial use of the service is occupational rather than social regardless of the location of the service or the type of listing except as modified in 3. following.

3. Specific Conditions Under Which Residence Rates Apply

a. In private residences, or residential apartments or rooms in such locations as hotels, apartment houses, dormitories or boarding houses, when:

- The primary use is of a social nature.
- The exchange service termination and all customer premises inside wire including associated equipment are in locations which are a part of the customer's domestic establishment.
- No business listings are provided.

b. To Christian Science Practitioners, Midwives or Nurses under the conditions specified in 1,a. preceding except that the listing may indicate the profession of the customer.

c. In the study of a member of the clergy in a church where the service is listed only in that person's name and provided solely for his/her use.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.1 APPLICATION FOR SERVICE (Cont'd)

E. PROVISION OF CUSTOMER PREMISES EQUIPMENT

In accordance with the order of the FCC in Docket 20828, FCC Rcd. 7362 (1996) and Docket Nos. 96-128 and 91.35, customer premises equipment, as defined by the FCC, will not be provided by the Company, except as otherwise permitted by the FCC.

The use and provision of customer premises equipment remains subject to the regulations of filed tariffs. It is the customer's responsibility to ensure that customer-provided premises equipment is compatible with any associated services provided by the Company.

2.2.2 OBLIGATION TO FURNISH SERVICE

A. OBLIGATION OF THE COMPANY

The Company's obligation to furnish service, including rearrangements of existing services and facilities, is dependent upon:

Its ability, without unreasonable expense -

To secure suitable equipment and facilities.

To secure and retain rights for the installation and maintenance of the necessary plant and equipment.

Its ability to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

Its being given adequate advance notice of the service or rearrangement desired, the length of such notice being dependent upon the factors in the individual case.

The customer providing a suitable location or locations for the facilities to be installed on his/her premises.

B. UNDERTAKING OF THE COMPANY

The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communication.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.3 ESTABLISHMENT OF IDENTITY

The calling party (or customer) shall:

- Establish his/her identity, or that of the calling station, in the course of any communication as often as may be necessary.
- Be solely responsible for establishing the identity of the persons or stations at the called point.

2.2.4 LIMITED COMMUNICATION

A. GENERAL

The Company reserves the right to limit use of communication services when there is a shortage of facilities, as described following.

- Deferred Applications

  Where shortages in facilities prevent the Company from filling all requests of the public currently, the method of providing service is covered in B. following.

- Priority of Service

  In case a shortage of facilities exists at any time, either for temporary or protracted periods, exchange and message telecommunication service shall take precedence over all others.

- Limited Conversation

  The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)

B. ORDER OF PRECEDENCE

1. Furnishing Telephone Service During Period of Shortage of Facilities

   a. Conditions beyond the control of the Company may create shortages in facilities which prevent the Company from providing service in the amount and kind required to fill all orders of the public currently.

   b. The rules and regulations set forth herein are established to govern the procedure for furnishing service during the period when facilities are insufficient to meet current requirements for service, to the end that applications for service will be filled in reasonable and proper order and under uniform terms and conditions. These rules and regulations will be modified or cancelled as conditions warrant.

2. Precedence in Furnishing Service

   a. It is an established principle that when there are insufficient amounts of necessary service or facilities to meet public requirements, it is in the public interest that orders be filled with proper regard to essentiality of the needs for service or facilities and the degree of hardship resulting from the lack of service or facilities.

   b. Categories of precedence are established as the order in which applications for telephone service are filled as facilities permit. The categories of precedence are set forth in 2.2.4.B.7 following and in 2.2.4.B.8 for Telecommunications Service Priority.

   c. Within each established category of precedence, service is furnished to applicants in chronological order of the dates on which applications for service were filed with the Company.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)

3. Obligation of Applicants

a. Applicants to be accorded preference in obtaining service under the established order of precedence may be required to submit in writing, on the forms prescribed by the Company, all necessary information requested by the Company so that the Company may determine their qualifications for service and maintain proper records.

b. Applicants for whom service is to be connected on a temporary basis in accordance with these regulations may be required to sign an agreement providing for the disconnection of the service and removal of the equipment in accordance with the regulations specified herein.

4. Unauthorized Users

In order to avoid unauthorized use by one person of the telephone service of another for the purpose of obtaining telephone service ahead of his/her proper turn, the Company will disconnect the service when it learns that the user of the service is not a user contemplated under the regulations as specified in 2.2.1.B. preceding.

5. Class of Service Limitations

In connection with applications for new service, moves to different addresses, or requests for changes in class of service, the Company may limit the classes of service to be furnished to those classes which will permit serving the maximum number of users from the facilities available.

6. Reservation of Facilities

Idle facilities may be reserved to the extent necessary to meet promptly the minimum needs for service of those who qualify for service under the terms and conditions of Category A.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)

7. Categories of Precedence (Telecommunications Service Priority is specified in 2.2.4.B.8)

a. Category A - Essential Service

(1) Service required for the proper discharge of duties essential to the following activities:

Armed Forces and Government

1 - Official Army, Navy, Air Force, Marine Corps and Coast Guard units.
2 - Official federal, state, county and municipal government services.
3 - Official agencies of foreign governments.
4 - Official United Nations units.
5 - Office of Civilian Defense units.

Public Health and Welfare

1 - Public or private organizations directly serving the public safety, health or welfare, such as hospitals, clinics, sanatoria and ambulance services.
2 - Public transportation, pipe line companies and all types of public utilities.
3 - Physicians, surgeons, dentists, nurses, nurses' registries, veterinarians, mortuaries and burial service organizations.
4 - Manufacturers or wholesale distributors of drugs, surgical, medical, hospital or dental supplies or equipment.
5 - Retail distributors of drugs, surgical, medical, hospital or dental supplies or equipment.
6 - The American Red Cross and similar agencies.
7 - Press associations, newspapers, radio and television broadcasting stations.
8 - Philanthropic and eleemosynary organizations recognized as such by the Bureau of Internal Revenue, including their fund-raising offices, United Service Organizations and other similar organizations.
9 - Religious establishments and their officiating clergy and Christian Science Practitioners.
10 -Public and private schools.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
7. Categories of Precedence (Telecommunications Service Priority is specified in 2.2.4.B.8.) (Cont'd)
a. Category A - Essential Service (Cont'd)

(2) Protection of Life

Residence main service certified as immediately necessary and essential to protection of life, subject to an agreement with the applicant limiting the period of service to the duration of the period of the emergency.

(3) Essentiality or Undue Hardship

Service required because of essentiality or unreasonable hardship.

(4) Serious Illness or Physical Disability

Residence main service certified as immediately necessary and essential because of serious illness or physical disability subject to one of the following conditions:

- The attending physician or surgeon certifies in the manner prescribed by the Company that there exists a condition of serious illness involving serious complications, that he/she must be called repeatedly at unpredictable intervals for emergency treatment and that in view of all the circumstances, telephone service is essential or where he/she certifies that there is a condition of pregnancy. Such service is furnished subject to an agreement with the applicant limiting the period of service to the duration of the condition specified above.

- A person lives alone and the attending physician certifies in the manner prescribed by the Company that such person is confined to residence quarters for a protracted period by reason of serious illness or physical disability and that in view of all the circumstances telephone service is essential; residence main service where a blind person lives alone. The phrase "lives alone" includes a person who is alone all day or during the day or night working hours, except for one or more children aged fifteen years or younger or another person either blind or similarly certified to be confined to residence quarters by reason of serious illness or physical disability. Such service is furnished subject to an agreement with the applicant limiting the period of service to the duration of the condition specified above.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
7. Categories of Precedence (Telecommunications Service Priority is specified in 2.2.4.B.8.) (Cont'd)
a. Category A - Essential Service (Cont'd)
(4) Serious Illness or Physical Disability (Cont'd)

- A person is a seriously disabled veteran of the armed forces of the United States who applies for service within twenty-four months after being honorably separated from the armed forces. For the purpose of this paragraph, a veteran will be considered seriously disabled if he/she is receiving disability payments of fifty dollars a month or more from the Veterans Administration. The applicant for service must certify to these facts in the manner prescribed by the Company.

b. Category B - Business Service

c. Category C - Residence Main Service

8. Telecommunications Service Priority (TSP) System

a. General

Priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services shall be provided in accordance with Part 64.401, Appendix A, of the Federal Communications Commission's (FCC's) Rules and Regulations.

In addition, TSP System service shall be provided in accordance with the guidelines set forth in "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook" (NCSH 3-1-2) dated July 9, 1990, and "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual" (NCSM 3-1-1).

b. Type and Description

(1) The TSP System is a service, developed to meet the requirements of the Federal Government, as specified in the Service Vendor's Handbook and Service User's Manual which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of NSEP telecommunications services. These include both Exchange and Network Services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Company providing such services.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
8. Telecommunications Service Priority (TSP) System (Cont'd)
b. Type and Description (Cont'd)

(2) The TSP System's applicability is limited to Exchange and Network Services which the Company can discreetly identify for priority provisioning and/or restoration.

(3) Some of the elements required for the TSP System are included in other sections of this tariff as general service offerings. They have been referenced in this section to reflect the complete TSP System with appropriate references to those other sections of the tariff for regulations, rates and charges.

(4) The customer for TSP System service also must be the same customer for the Exchange or Network Service with which it is associated.

(5) Under certain conditions it may be necessary to preempt one or more customer services with a lower or no restoration priority in order to install or restore NSEP telecommunications service(s) of a higher priority. If such preemption is necessary, and if circumstances permit, the Company will make reasonable effort to notify the preempted service customer of the action to be taken. Credit allowance for such service preemption shall be made in accordance with the provisions set forth in 2.2.8 following.

(6) The customer, in obtaining TSP System service, acknowledges and consents to the provision of certain customer service record information by the Company to the Federal Government, as specified in the TSP Service Vendor Handbook, in order for the Government to maintain and administer its overall TSP System. This customer service record information will include only TSP Authorization Code and Company Circuit/Service ID.

(7) When Priority Restoration Maintenance and Administration, as defined in the TSP Service Vendor Handbook, is discontinued (Revocation of Assigned Restoration Priority), and the associated Exchange or Network Service is continued in service, the charge specified in 8.d.(2) will not apply for such a discontinuance.

(8) Credit allowance for service interruption for Priority Restoration Maintenance and Administration shall be the same as for the Exchange or Network Service with which it is associated as set forth in 2.4.1 following.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
8. Telecommunications Service Priority (TSP) System (Cont'd)
b. Type and Description (Cont'd)

(9) Certain activities performed by the Company in association with the TSP System are as follows:

(a) Priority Installation Invocation includes System Implementation, Verification and Confirmation and Preemption.

(b) Priority Restoration Level Implementation includes System Implementation, Verification and Confirmation, but not Preemption.

(c) Priority Restoration Level Change includes Verification and Confirmation.

(d) Priority Restoration Maintenance and Administration includes Reconciliation and Preemption.

(10) The customer, in obtaining a Priority Restoration, recognizes that quoting charges and obtaining permission to proceed with the installation or restoration of certain Exchange or Network Services will cause unnecessary delays. In subscribing to Priority Restoration service, the customer recognizes this condition and grants the Company the right to quote charges after the restoration has been completed.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
8. Telecommunications Service Priority (TSP) System (Cont'd)

c. Mileage Application

Mileage, when used for rate application between two customer premises, shall be determined by the V and H Coordinates Method as set forth in Verizon New Jersey Inc. Product Guide Part A, Section 10.

d. Rates and Charges

The following rates and charges are in addition to all other rates and charges that may be applicable for other services that may be furnished under the provisions of this tariff which operate in conjunction with the TSP System.

Item	USOC	Monthly Rate	Nonrecurring Charge
(1) Priority Installation (PI) on an Exchange or Network Service - Invocation includes System Implementation, Verification, Confirmation and Preemption[1]			
- Per Circuit			
Prime Service Vendor	P1APX	NO	$107.30
Subcontractor	P1ASX	NO	107.30
Utilizing Specially Constructed Facilities	Rates and charges are the same as those set forth in Section 2.2.10 following.		

NOTE 1: When an Exchange or Network Service is ordered with both PI and PR, the associated nonrecurring charge for PI applies.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.4 LIMITED COMMUNICATION (Cont'd)
B. ORDER OF PRECEDENCE (Cont'd)
8. Telecommunications Service Priority (TSP) System (Cont'd)
d. Rates and Charges (Cont'd)

Item	USOC	Monthly Rate	Nonrecurring Charge
(2) Priority Restoration (PR) Level Implementation on an Exchange or Network Service			
- Per Circuit When PR level is implemented-includes System Implementation Verification and Confirmation[1]			
Prime Service Vendor	PR5PX	NO	$ 45.93
Subcontractor	PR5SX	NO	45.93
When the PR level is changed on an associated working Exchange or Network Service - includes Verification and Confirmation			
Prime Service Vendor	PR8PX	NO	126.72
Subcontractor	PR8SX	NO	126.72
Administration and maintenance of PR Service - includes Reconciliation and Preemption			
Prime Service Vendor	PR9PX	$1.29	NO
Subcontractor	PR9SX	1.29	NO

NOTE 1: When an Exchange or Network Service is ordered with both PI and PR, the associated nonrecurring charge for PI applies.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.5 RESALE AND SHARING

A. RESALE

1. Description And Regulations

Notwithstanding other Sections of this Tariff or other Company Tariffs, the Company's telecommunications services are available for resale as set forth hereunder. To the extent that services are available for resale subject to terms and conditions set out in other Sections of this Tariff or other Company Tariffs, those terms and conditions remain applicable except to the extent they conflict with the language of this Section.

Authorized Resale Carrier ("Carrier" for purpose of this section only) - Denotes a communications common carrier who has applied to the Company, and advised the Company of its intention to resell any or all of those services listed herein or other Company Tariffs and via a signed "Letter of Acknowledgement" agrees to abide by the regulations set forth in such "Letter." An Authorized Resale Carrier is the customer of record in a resale arrangement.

The provision of services by the Company to a resale carrier, pursuant to this or other Company tariffs, does not constitute a joint undertaking with such resale carrier for the furnishing of any service.

In order to be an Authorized Resale Carrier of Company-provided services and facilities, a carrier must comply with the following:

- The reseller shall acknowledge that other vendors will be permitted by the reseller and/or any party controlling the premises wherein the end user receives service, to provide similar, alternative or competitive services upon the request of any non-transient patron of the reseller.

- The reseller shall acknowledge that only proper call measurement procedures will be used and that calls will be billed consistent with existing Company practice, i.e., calls which are not completed are not billed.

- The reseller shall acknowledge that penalties for violations of the conditions of resale may result in the imposition of penalties as stated in N.J.S.A. 48:2-42. The law provides that any person who willfully violates a Board of Public Utilities Order shall be guilty of a misdemeanor.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.5 RESALE AND SHARING (Cont'd)
A. RESALE (Cont'd)
1. Description And Regulations (Cont'd)

- The reseller shall notify the Company when it is no longer a reseller of any one or all of the types of Company-provided services.

- The reseller must comply with the provisions of N.J.A.C.14:10-10.5(c). This rule prohibits the reseller from submitting a primary interexchange carrier change order to change a long distance carrier until the order has been confirmed in accordance with FCC procedures.

The Company is not responsible for the allocation of usage or charges for resold services.

The Company bills only the customer of record who is, at all times, responsible for payment of the full amount of all charges incurred.

Applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the customer of record. The Company is responsible to provide any customer notification to the customer of record only.

Services offered to a limited category of subscribers or to a specific subscriber are available for resale only to the same category of subscribers or specific subscriber. Grandfathered services are available for resale to existing customers. Resellers shall be obligated to provide the Company with appropriate evidence that subscriber-specific restrictions are being honored.

Any reseller, in reselling the services of the Company, must comply with the conditions and limitations of the Company's Tariffs applicable to the services which are resold.

The Company may impose other reasonable and nondiscriminatory conditions and limitations on the resale of its services.

To permit listings for the reseller's patrons in the statewide 911E data base, the reseller shall, as appropriate, provide to the Company the names, telephone numbers and addresses of all of its patrons. Any change in the patron name, address or telephone number information (including addition or deletion of a patron or a change in patron name, telephone number or address) shall be reported by the reseller to the Company within one day after the change occurs.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.5 RESALE AND SHARING (Cont'd)
A. RESALE (Cont'd)
1. Description And Regulations (Cont'd)

The Company's liability, if any, for any loss or damage arising out of or in connection with its provision of service to a resale carrier is, as to both such carrier and its subscribers, limited by and subject to the provisions concerning liability as specified in the Company's Tariffs.

The resale carrier shall, in its tariffs or other contacts for services with its customers, provide that in no case shall the Company be liable to the resale carrier's customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the resale carrier of the possibility of such damages. The resale carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers as provided in this Section. Nothing in this Section shall be deemed to create a third party beneficiary relationship between the Company and the resale carrier's customers.

B. SHARING

1. Description and Regulations

Sharing Entity - Denotes a business customer who establishes a non-profit sharing arrangement with others for the shared use of the customer's communication services. The customer of record in a Joint User Service arrangement is considered to be a Sharing Entity.

In order to share in Business Exchange and PBX Telephone Service, a Sharing Entity, as defined above, must establish a sharing arrangement subject to the following conditions:

- Sharing arrangements must be non-profit. The Sharing Entity (i.e., customer of record) is responsible for allocating the charges for shared services and facilities among the entity and its participants. A non-profit fee for the management of the sharing arrangement may be allocated among the participants.

- The regulations and rate treatment associated with Joint User Service, as specified in Verizon New Jersey Inc. Product Guide, Part A, Section 2, apply for the shared use of exchange access lines and P.B.X. trunks.

The Company is not responsible for the allocation for sharing of charges for shared services.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.6 ACCESSORIES PROVIDED BY THE CUSTOMER

Customer-provided accessories may be used or interconnected with the facilities of the Company, including its exchange and toll networks, only as specifically provided for elsewhere in this Tariff.

2.2.7 CENTRAL OFFICE NUMBERS AND DESIGNATIONS

The Company reserves the right to change the number or numbers of a customer's service, or the central office designation associated with such number or numbers, or both, as the exigencies of the business may require and in connection with changes from business service to residence service.

2.2.8 TERMINATION OF SERVICE - COMPANY INITIATED

A. FOR NON-PAYMENT

In the event of non-payment of any sum due, the Company may after notice:

- Suspend the service until all such charges have been paid. In the event service is suspended and subsequently restored, a restoral charge applies as well as the charges for service and facilities during the period of suspension.

- Terminate the service following suspension and remove its equipment from the customer's premises. If service which has been terminated is subsequently re-established, the appropriate nonrecurring charges for the establishment of service and facilities apply.

B. FOR PROTECTION

The Company may, with or without notice, suspend service where there is any indication of abandonment or under any other similar circumstance where such a procedure is considered necessary to protect the Company's revenues or facilities or to protect the customer from unauthorized use.

If service which has been suspended for protection is subsequently restored, no restoral charge is applicable but the charges for service and facilities during the period of suspension apply. If, however, it is terminated after suspension and later re-established, the appropriate nonrecurring charges for the establishment of service and facilities apply.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.8 TERMINATION OF SERVICE - COMPANY INITIATED (Cont'd)

C. FOR REASONS OTHER THAN NON-PAYMENT OR PROTECTION

The Company may with or without notice suspend service and facilities, or terminate them without suspension or following suspension and remove its service and equipment, under the following conditions:

- If they are improperly used or abused.
- If they are used in violation of the law.
- If a customer refuses to furnish upon request an affidavit declaring that his/her service and facilities are not used in violation of the law.
- If objection to their continuance is made by or on behalf of any governmental authority.
- If, in the judgment of the Company, any use of the facilities by the customer tends to injuriously affect the efficiency of the Company's plant, property or service.
- If, unless otherwise specified in this Tariff, their use is for the purpose of performing any service in competition with the service which the Company is rendering.
- If they are used to transmit a message, locate a person, or give or obtain any other information in such a way as to avoid intentionally the application of a charge.
- If there is any other violation by a customer of the rules and regulations governing the service and facilities furnished.
- If a customer uses service observing equipment or arrangements provided by the Company in violation of the Rules and Regulations of the Board of Public Utility Commissioners, or of the Tariff regulations specified in 2.5.3 concerning the use of such equipment or arrangements.
- If customer-provided service observing equipment or arrangements are used in violation of the Rules and Regulations of the Board of Public Utility Commissioners.

If service and facilities which have been suspended under any of the above conditions are restored, no restoral charge is applicable but the charges for service and facilities during the period of suspension apply. If the service is terminated and subsequently re-established, the appropriate nonrecurring charges for the establishment of service and facilities apply.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.9 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED

A. GENERAL

1. Retention of Facilities

During the period of suspension, the listing is retained and the telephone facilities are reserved.

2. Handling of Calls During Period of Suspension

Where service is suspended, persons calling the number of the suspended service are so informed and, where the customer has so requested, are advised of the telephone number designated by him/her at which he/she may be reached or his/her calls received.

3. Classes of Service That May Be Suspended

Any class of business or residence flat or message rate local exchange access line or P.B.X. trunk service may be suspended except for business lines which have chosen the Business 24-Month Term Commitment Plan. Supplemental services and facilities are suspended only when the access line or P.B.X. trunk with which they are associated is suspended.

B. RATE TREATMENT

1. Charges - Where the period of suspension is:

a. Fifteen Days or Less - No reduction is made in the monthly rates.

b. Over Fifteen Days

(1) The charges are subject to the following:

- In the event of disconnection, the minimum charge treatment is as specified in 2.3.2,B. following.

- The full local service rate will apply in each billing period of suspension in lieu of the suspension charges specified following whenever this results in lesser charges for the period.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.9 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED (Cont'd)
B. RATE TREATMENT (Cont'd)
1. Charges - Where the period of suspension is: (Cont'd)
b. Over Fifteen Days (Cont'd)

(2) For Individual Exchange Access Lines, P.B.X. Trunks Associated with Manual P.B.X. Service and Dial P.B.X. Systems with a capacity of 50 P.B.X. Extension Station Lines.

Suspension Period	Charge	USOC
- Four months, or fraction thereof	$ 4.60	NA
Suspensions beyond four months:		
- Next five months, or fraction thereof	8.60	NA

After total of nine months, full monthly rate applies.

Where services is restored for less than one month and is suspended again, the full charge for one month from the date of restoral applies before the service is again subject to suspension treatment.

(3) For P.B.X. Trunks Associated with Dial P.B.X. Systems with a Capacity of Over 50 Extension Station Lines.

Suspension Period	Charge	USOC
- Three months, or fraction thereof	$ 4.60	NA

Suspension beyond three Months:

The charge is one-half the rate for local service and supplemental services and facilities, including associated mileage and listing charges, as specified elsewhere in this Tariff and in the Verizon New Jersey Inc. Product Guide, Part C.

When the service has been restored for a period of less than six months since the end of the last period of suspension, the charge for suspension of service is one-half the full rate until the interval since restoral equals six months, after which the charge is the same as for a new suspension.

2. GENERAL REGULATIONS

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)
2.2.9 TEMPORARY SUSPENSION OF SERVICE - CUSTOMER INITIATED (Cont'd)
B. RATE TREATMENT (Cont'd)

2. Nonrecurring Charges

The Residence or Business ELEMENT 1B charge applies to the customer's order at the time of suspension.

2.2.10 SPECIAL SERVICES

A. SPECIAL CHARGE TREATMENT

Charges based upon the costs entailed are applicable where:

- The cost of providing service and facilities is exceptionally high due to unusual conditions such as:

  Reinforced concrete buildings.

  The concealment of wires or cables, if practicable, where the customer has not provided suitable conduit.

  Special maintenance

- The customer desires some special type of service, feature or arrangement which is a reasonable requirement.

- The provision of any service or facilities requested by the customer necessitates an expenditure or investment on the part of the Company on which the application of established charges would not produce a reasonable return, regardless of the length of minimum period contracted for in accordance with the terms specified under "Minimum Charges" in 2.3.2,B. following.

Such charges may be in the form of nonrecurring charges, monthly rates, or a combination thereof.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE

2.3.1 CUSTOMER RESPONSBILITY

The customer assumes responsibility for all charges for service and facilities including the charges for all local messages and toll messages sent from the customer's service and for all messages which are accepted collect or on which the charges have been properly transferred to the customer's service.

2.3.2 PAYMENT OF BILLS

A. GENERAL

The established rates and charges, in force and effect, are payable as follows:

Monthly Charges for Service and Facilities - Monthly in Advance

Nonrecurring Charges, Charges for Local Messages and Toll Messages, and Additional Hours or Fractional Hours in Connection with Measured Time Wide Area Telecommunication Service - Payable Upon Request

B. MINIMUM CHARGES

The customer is required to pay the established charges for the period of actual service, including any nonrecurring charges applicable and any toll and local message charges, subject to a minimum charge as shown below:

1. Except as specified in 2. and 3. following or elsewhere in this Tariff, the minimum charge is the established rate for one month.

   At locations where there are multiple installations of the same item of service, unless otherwise specified, the period on which the minimum charge is based commences with the date on which the last such item is placed in service.

2. Service or Facilities Requiring Substantial Expenditures

   Where the provision of service or facilities requested by a customer necessitates a substantial expenditure or investment on the part of the Company, the customer may be required to contract for the service or facilities for a minimum period beyond that normally required, in order to insure a reasonable reimbursement to the Company.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE (Cont'd)
2.3.2 PAYMENT OF BILLS (Cont'd)

B. MINIMUM CHARGES (Cont'd)

3. Cancellation or Change of Application Prior to Establishment of Service

When an application for service and facilities is cancelled or changed in whole or in part:

a. After completion of the installation but prior to the establishment of service, the customer is required to pay the nonrecurring and minimum charges which would apply if the service had been established.

b. Prior to completion of the installation, the customer may be required to pay the costs incurred by the Company but not to exceed the amount specified in a. preceding.

C. DISHONORED PAYMENT CHARGE

The Company will, upon receipt of a non-negotiable payment from a customer, apply a charge of $30.00 for processing it. This charge will be levied on the billed account, i.e., name and address, for which payment was intended. A credit may be applied to the affected account when, in the Company's judgment, circumstances outside of the customer's control led to the reprocessing of the payment.

D. LATE PAYMENT CHARGE

A Late Payment Charge of 1.5% or $5.00, whichever is greater, may be assessed to any balance carried forward to the next month bill in accordance with applicable law and regulations.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE (Cont'd)
2.3.2 PAYMENT OF BILLS (Cont'd)

E. DISCOUNTED SERVICE FOR CUSTOMERS WITH IMPAIRED HEARING

1. General

Disabled persons who have been certified to the Company as having a hearing impairment which requires that they communicate over telephone facilities by means other than voice, and who use a telecommunications device (e.g., teletypewriter or similar keyboard communications terminal device) for telephone communications will receive, upon application to the Company, a 25% reduction on local message units and intrastate intra-LATA toll message charges billed to the telephone service of the disabled person's household.

2. Requirements for Establishing the Discount - Acceptable certifications are as follows:

a. Those made by a licensed physician, otolaryngologist or audiologist.

b. Those made by any federal, state, county or municipal governmental agency that deals with this type of impairment, or made by a private organization that is generally recognized as working in the area of hearing impairment.

c. Existing certifications of hearing impairment, such as those which qualify the disabled person for Social Security benefits on the basis of total hearing impairment, or for use of facilities of an agency for persons with hearing impairment.

The Company, upon request, will provide a certification form which may be used for the certifications mentioned in a. and b. preceding.

The reduction in charges is applied at only one location designated by the disabled person.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.3 ADVANCE PAYMENTS AND DEPOSITS

A. ADVANCE PAYMENTS

1. Payment in Advance of Establishment of Service

Applicants for service and facilities may be required to pay nonrecurring charges at the time application is made. Applicants may also be required at the time of application to make additional advance payments, equal to at least one month's charges.

Advance payments are applied to any indebtedness for the service and facilities for which the advance payment is made.

2. Adjustments in Advance Payments

Advance payments are, in all cases, subject to adjustment to conform to any increase or decrease in nonrecurring charges at the time of the establishment of service or to any increase or decrease in the schedule of rates or charges in force and effect during the period to which the advance payment applies.

B. DEPOSITS

Any applicant who is unable to establish a satisfactory credit standing with the Company, or any customer whose credit standing has become impaired, may be required to deposit a sum up to an amount equal to the charge for two months for service and facilities, including the estimated charges for additional local message units and toll messages. In addition, where a customer is required to contract for service or facilities for a minimum period beyond one month because of the substantial investment entailed, as specified in 2.3.2.B. preceding under "Minimum Charges", a deposit greater than an amount for two months' charges may be required.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE (Cont'd)
2.3.3 ADVANCE PAYMENTS AND DEPOSITS (Cont'd)
B. DEPOSITS (Cont'd)

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service, in accordance with N.J.A.C. 14:3-3.4. Interest at the rate published by the N.J. Board of Public Utilities as set forth in N.J.A.C. 14:3-3.5 is credited or paid credited or paid to the customer annually during the continuance of the deposit. If held until discontinuance of service, such deposit, less any and all amounts then due, is upon such discontinuance returnable to the customer.

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the payment of bills on presentation nor constitutes a waiver or modification of the practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company for service rendered.

2. GENERAL REGULATIONS

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.4 DISCOUNTS

A. GENERAL

Charitable institutions and members of the clergy are allowed a 25% discount, under the conditions specified below, from the established rates for local service and facilities, but not including nonrecurring and construction charges.

B. CONDITIONS UNDER WHICH DISCOUNT IS ALLOWED

1. Charitable Institutions

The discount is allowed to corporations and associations or any branch thereof dependent upon voluntary contributions for their support and to institutions established and maintained by the state, county or municipality when such organizations or institutions are exclusively engaged in charitable and eleemosynary work as defined below, and when the telephone service is located in the administrative offices, institutional buildings or any of the branches thereof.

A corporation, association or institution or branch thereof engaged in charitable and eleemosynary work shall be deemed to be exclusively engaged therein when its work is gratuitous or when its compensation therefor, if any, is wholly used in the prosecution of said work and does not result in any profits to the organization or any member thereof.

Of the corporations, associations and institutions thus engaged, only those whose principal "charitable and eleemosynary work" is the furnishing of direct aid to the physical health and comfort of human beings in the form of money, services or physical objects shall be entitled to the discount. Those corporations or associations whose principal work is the elevation or enlightenment of minds or morals, or the reformation, punishment or correction of acts or habits, or the enforcement of law, or the protection of rights, are not to be classed as charitable institutions.

2. Members of the Clergy

The discount is allowed a regularly ordained member of the clergy on service which is located in his/her residence or church study or both. In any case, the telephone is listed under the personal name of the pastor, not under the name of the church.

2. GENERAL REGULATIONS

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES

In view of the fact that the customer has exclusive control of his/her communications over the facilities furnished him/her by the Company, and of the other uses for which facilities may be furnished him/her by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission, occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the customer or of the Company in failing to maintain proper standards of maintenance, operation and practices and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

The Company is not liable for damages for any accident or injury occasioned by its facilities when such accident or injury is not due to the negligence of the Company.

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

Where the facilities of other communication utilities are used in connection with those of the Company, the Company is not liable for any act or omission of the other company or companies.

The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).

2. GENERAL REGULATIONS

2.4 LIABILITY OF THE COMPANY (Cont'd)

2.4.2 MAINTENANCE AND REPAIR

A. GENERAL

Except as otherwise specifically provided for in this Tariff, all ordinary expense for maintenance and repair of service and facilities furnished by the Company is borne by it up to and including the Rate Demarcation Point.

B. OWNERSHIP OF FACILITIES

All facilities provided by the Company remain the property of the Company. Customers shall not rearrange, disconnect or remove (or permit others to rearrange, disconnect or remove) any apparatus or wiring installed by the Company except as provided elsewhere in this Tariff or upon the written consent of the Company.

Where it is found that an unauthorized move or rearrangement of equipment or facilities has been made, a charge will be made as if the work had been done by the Company.

C. TESTING AND ADJUSTING

Service and facilities furnished by the Company will be available to it as required for making such tests and adjustments as may be necessary to maintain satisfactory service. No interruption allowance is made for such periods.

D. RIGHT OF ACCESS

The Company and its employees shall have access, at any reasonable hour, to the premises at which its facilities are located for the purpose of inspecting, repairing or removing any part of such facilities, or of making collections from coin arrangements.

It shall also have access, upon suitable notification, to such premises to determine whether customer provided terminal equipment, communications systems or arrangements and associated or stand-alone premises wire connected to Company facilities, as may be authorized elsewhere in this Tariff, is installed, operated and maintained in accordance with the Company's specified requirements.

2. GENERAL REGULATIONS

2.4 LIABILITY OF THE COMPANY (Cont'd)

2.4.3 DIRECTORY ERRORS OR OMISSIONS

The liability of the Company for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made, and not caused by the negligence of the Company in failing to maintain proper standards of practices and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, or error occurs.

In the case of directory listings for which no specific charge applies, the Company is not liable for damages arising out of mistakes, omissions, or errors not caused by the negligence of the Company in failing to maintain proper standards of practices and to exercise reasonable supervision in the provision of such listings.

2. GENERAL REGULATIONS

2.5 RESPONSIBILITY OF THE CUSTOMER

2.5.1 DAMAGED EQUIPMENT

Any equipment furnished by the Company shall be carefully used and, upon termination of service for any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.

In case of damage to or destruction of equipment or facilities of the Company due to the negligence of the customer, and not to ordinary wear and tear, the customer is responsible for the cost of replacing them or for the cost of restoring them to their original condition.

2.5.2 ELECTRIC POWER SUPPLY

Wherever commercial power or its equivalent is required to operate service and facilities provided by the Company at a customer's premises, the customer shall:

- Furnish such power which shall be suitable for the purpose, and

- Provide and maintain all necessary power wiring and power outlets at convenient locations.